

AGREEMENT

BETWEEN

MT. LAUREL FIRE DISTRICT NO. 1

AND

MOUNT LAUREL PROFESSIONAL FIRE FIGHTERS ASSOCIATION

I.A.F.F. LOCAL 4408-O (Supervisory)

AFL-CIO-CLC

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JANUARY 1, 2007 THROUGH DECEMBER 31, 2009

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PREAMBLE

THIS AGREEMENT, entered into this            day of            2007,  
by and between the Board of Fire Commissioners of Mount Laurel Fire  
District #1 in the County of Burlington, State of New Jersey, a body  
corporate and politic of the State of New Jersey, hereinafter called  
the "Board", "Management", "District", or "Fire District" and the  
MOUNT LAUREL PROFESSIONAL FIRE FIGHTERS ASSOCIATION I.A.F.F., Local  
4408-0 (Supervisory), hereinafter called the "Association", "Local",  
or "Union" represents the complete and final understanding on all  
issues between the Board and the Association that are subject to such  
negotiations and agreements permitted by the laws of the State of New  
Jersey.

**ARTICLE I**

**RECOGNITION**

A. The Board hereby recognizes I.A.F.F. Local 4408-0 (Supervisory), Mount Laurel Professional Fire Fighters Association, as the exclusive collective bargaining agent for all full-time paid employees of the Fire District.

B. "Full-time paid employees of the Fire District" shall be defined as those career employees employed by the Fire District as Lieutenants, Captains, Captain/Training Officer, Fire Official U.F.D., Fire Official/Battalion Chief, Battalion Chiefs, and Deputy Chiefs or in any other position mutually agreed by the parties to be appropriate for inclusion in the Unit covered by this Agreement.

C. The Board shall advise the Local in writing when it creates a new position or title in the District. The parties may agree to add a newly created title to the Unit covered by this Agreement or, if there is no such agreement, the matter shall be submitted to the Public Employment Relations Commission for resolution.

D. Effective the date this Agreement is signed, the Association will no longer be the exclusive collective bargaining agent for the employee employed by the Fire District as Deputy Chief and this position will no longer be recognized as stated in Section B.

ARTICLE II

NON-DISCRIMINATION

A. Unless otherwise indicated the terms Lieutenants, Captains, Captain / Training Officer, Fire Official U.F.D., Fire Official / Battalion Chief, and Battalion Chiefs, "employee" or "employees", when used in this Agreement, refer to persons male or female. All references to the male gender are construed to include the female gender.

B. The Board and Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, political affiliation, age, disability, marital status, family relationships, membership or non-membership in the Association.

**ARTICLE III**

**UNION SECURITY**

A. During the term of this Agreement, Management agrees to deduct an amount for Association dues, fees and/or assessments from each member's paycheck during the 1st pay period each month.

B. The Secretary of the Local shall certify, in writing, the monthly amount of Union dues owed by each member of the Local. The total amount of the deductions shall be remitted to the Local within forty-five (45) days of the deduction being made.

ARTICLE IV

MAINTENANCE OF OPERATIONS

A. It shall be the mutual objective of the Association and the Board to provide uninterrupted public safety and protection of the general public. The Association agrees that, during the term of this Agreement, neither the Association, nor anyone acting on behalf of the Association, shall cause, authorize, support or take part in any strike, work stoppage, slowdown or walkout. The Association agrees that such action would constitute a material breach of this Agreement. Participation in any of the above shall be deemed grounds for disciplinary action up to and including dismissal. The Association shall actively discourage any strike, work stoppage, slowdown, walkout or other action that may adversely impact upon the mutual objective expressed above.

**ARTICLE V**

**LOCAL RIGHTS AND RESPONSIBILITIES**

A. One (1) authorized representative of the Local (or his designee), whose name shall be filed in writing with Management, shall be permitted to visit any Fire District facility during assigned working hours for the purpose of investigating grievances, provided that prior approval has been obtained from the Fire Chief or his designee. It is agreed that such prior approval shall not be unreasonably withheld. The Local representative shall not interfere with the normal operations of employees assigned to that facility.

B. Official delegates of the Local, pursuant to State Law, shall be granted administrative leave without loss of pay in accordance with the provisions of N.J.A.C. 4A:6-1.13.

C. Delegates to the PFANJ and IAFF elected from the Fire Officers' bargaining unit shall be granted administrative leave without loss of pay, in accordance with statutory regulations, to attend conferences of the PFANJ and IAFF. The number of representatives permitted to attend the monthly state PFANJ meeting on administrative leave shall be limited to one (1). Administrative leave granted for these purposes shall not count as "hours worked" by the employees.

D. Copies of disciplinary charges or other notices relating to disciplinary action of an officer shall be furnished to the Shop



Steward or, in his absence, the Assistant Shop Steward, or in his absence, the President of the Local within seventy-two (72) hours of the presentation of the charges.

E. Whenever an employee is to be questioned by a supervisor and reasonably believes that disciplinary action may occur as a result, he/she shall have the right to request a representative of the Association to be present at all stages of the questioning. If an employee requests and is denied representation at any stage of questioning, any statements made by the employee or "fruits" derived therefrom cannot be used against said employee to support disciplinary action.

F. The Association will acquaint its members with the provisions of this Agreement and will make reasonable efforts to secure adherence to its terms by bargaining unit members.

G. The District and the Association shall form a Labor/Management Relations Committee, which will meet in accordance with the by-laws of that committee.

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ARTICLE VI

AGENCY SHOP CLAUSE

A. All officers covered by the terms of this Agreement who are not members of the Association benefit from the terms of this Agreement and, therefore, shall be responsible for the payment of agency shop fees to the Association. Pursuant to N.J.S.A. 34:13A-5.5, Chapter 77, PL of 1979, the District shall be responsible for collecting agency shop fees from these officers. The Association shall advise the District of the amount due from each such officer, which shall not exceed eighty-five percent (85%) of regular Association membership dues, fees and assessments normally paid by members.

B. It is agreed by the parties to this Agreement that the Board shall have no other obligation or liability, financial or otherwise, (other than set forth herein) because of actions arising out of the understandings expressed in the language of this Article. It is further understood that once the funds deducted are remitted to the Association, the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Association.

C. The Association agrees to establish and maintain a Demand and Return system according to P.L. 1979, c477.

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ARTICLE VII

SAVINGS CLAUSE

A. If any provision of this Agreement, or the application of a provision should be rendered or declared invalid by any Court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

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ARTICLE VIII

GRIEVANCE PROCEDURE

A. Purpose:

1. The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems that may arise, affecting the terms and conditions of this Agreement. The parties agree that this procedure shall be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of the employee having a grievance to discuss this matter informally with the Management Staff and having the grievance adjusted without the intervention of the Association.

B. Definition:

The term "grievance" as used herein shall mean any controversy arising over the interpretation, application or violation of policies, agreements and administrative decisions affecting the terms and conditions of employment covered under this Agreement and may be raised by any individual or the Local (at the request of or on behalf of a Local member or group of Local members).

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C. The Grievance Procedure:

The following constitutes the sole and exclusive method for resolving a grievance between the parties bound by this Agreement. The following Steps (One through Five) shall be followed in their entirety unless a Step is waived by mutual consent of the parties involved, in writing. Under this Agreement, both parties agree to utilize the Grievance Forms attached in Appendix "B".

Step One:

The grievant(s) shall institute action by filing a grievance on a Grievance Form to the immediate supervisor within seven (7) calendar days after the occurrence of the event that prompted the grievance. The immediate supervisor shall be given seven (7) calendar days after the grievance is presented to respond to the grievance using Grievance Response Form "A".

The written statements made by an aggrieved party in a grievance shall:

A. Specifically state the essential facts constituting the controversy;

B. State the relief sought;

C. Contain a concise procedural history of the grievance, including any decisions that may have been rendered or actions that may have been taken in previous steps.

Step Two:

If the grievant(s) is not satisfied with the results of Step One, the grievant(s) may appeal the results of Step One by filing Grievance Appeal Form "A" within ten (10) calendar days after receipt of the results of Step One with the Fire Chief or his designee. The Fire Chief or his designee shall schedule and hold a meeting with the grievant(s) and Local representative within ten (10) calendar days after Grievance Appeal Form "A" is filed. The intent of this meeting is to reach a settlement to the grievance. A response, using Grievance Response Form "B" shall be provided to the grievant(s) and to the representative of the Local within ten (10) calendar days after the meeting.

Step Three:

If the grievant(s) is not satisfied with the results of Step Two the grievant(s) may appeal the results of Step Two by filing Grievance Appeal Form "A" within ten (10) calendar days after receipt of the results of Step Two with the Commissioner in Charge of Personnel or his designee. The Commissioner in Charge of Personnel or his designee shall schedule and hold a meeting with the grievant(s) and Local representative within ten (10) calendar days after Grievance Appeal Form "A" is filed. The intent of this meeting is to reach a settlement. A response, using Grievance Response Form

"B" shall be provided to the grievant(s) and to the representative of the Local within ten (10) calendar days after the meeting.

Step Four:

If the grievant(s) is not satisfied with the results of Step Three, the grievant(s) may appeal the results of Step Three by filing Grievance Appeal Form "B" within twenty (20) calendar days after receipt of the results of Step Three with the Board. The Board shall schedule and hold a meeting with the grievant(s) and Local representative within twenty (20) calendar days after Grievance Appeal Form "B" is filed. The intent of this meeting is to reach a settlement. A response, using Grievance Response Form "C" shall be provided to the grievant(s) and to the representative of the Local within twenty (20) calendar days after the meeting.

Step Five:

If the Grievant(s) is not satisfied with the results of Step Four, within thirty (30) calendar days of receipt of the decision at Step Four the Local may request in writing that the matter proceed to arbitration. The Arbitrator shall be chosen in accordance with the rules of the New Jersey Public Employment Relations Commission (PERC). The Arbitrator shall be bound by the provisions of this Agreement and restricted to the consideration of the facts presented throughout the grievance procedure. The Arbitrator shall be further bound by the laws of the State of New Jersey and of the United

States, and of decisions by the Courts of the State of New Jersey and the United States. The Arbitrator shall not add to, modify, detract from or alter in any way the provisions of this Agreement. In rendering the written decision, the Arbitrator shall indicate findings of fact and the reasons for the decision. The finding of the Arbitrator shall be binding on both parties.

D. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to be denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the limits provided for processing the grievance at a step in the grievance procedure. Any such agreement shall be in writing.

E. The cost of the arbitrator shall be shared equally by the Board and the Association.



**ARTICLE IX**

**HOURS OF OPERATION**

A. Officers are defined as those employees in supervisory positions with the Fire District. These employees shall include Lieutenants, Captains, Captain / Training Officer, Fire Official U.F.D., Fire Official / Battalion Chief, Battalion Chiefs, and Deputy Chief.

B. The daily work period start and end times of officers may be varied to meet the needs of the various job assignments within the Fire District. Management shall provide at least twenty-four (24) hours notice to officers affected by such a schedule change, except in the case of "Emergent Conditions". "Emergent conditions" shall be defined as unusual and unforeseen circumstances creating staffing shortages, which in turn significantly impacts upon the District's ability to provide necessary fire safety to its populace. "Emergent conditions" shall not ordinarily include staffing shortages due to illness or injury, of less than five (5) calendar days. Start and end time changes shall not become excessive in nature and shall only be done on occasion in order to accommodate a need to change them.

C. Officers shall be scheduled to work one of three shift patterns. The first is a nine (9) hour/five (5) day work week shift, known as the 5 day schedule. The second is an eleven (11) hour,

fifteen (15) minute/four (4) day work week shift, known as the 4 day schedule. The third is a twenty-four (24) hour shift, known as the 24 hour schedule.

D. The five (5) day schedule will consist of a nine (9) hour continuous work shift, five (5) days per week, Monday through Friday. These employees will receive one (1) fifteen (15) minute break in the morning, one (1) one-half (1/2) hour break for meal purposes, and one (1) fifteen (15) minute break in the afternoon.

E. The four (4) day schedule will consist of an eleven (11) hour and fifteen (15) minute continuous work shift, four (4) days per week, Monday through Friday. Each employee will receive one day off per week on a rotating basis, Monday through Friday. These employees will receive one (1) fifteen (15) minute break every three hours and one (1) forty-five (45) minute break for meal purposes.

F. The twenty-four (24) hour schedule will consist of three (3) twenty-four (24) hour tours of duty within a nine (9) day work cycle as follows: one (1) twenty-four (24) hour tour of duty, followed by one (1) twenty-four (24) hour tour of duty off, followed by one (1) twenty-four (24) hour tour of duty, followed by one (1) twenty-four (24) hour tour of duty off, followed by one (1) twenty-four (24) hour tour of duty followed by four (4) twenty-four (24) hour tours of duty off. The employees will receive one (1) fifteen (15) minute break in the morning, one (1) one-half (1/2) hour break



for lunch, one (1) fifteen (15) minute break in the afternoon, and one (1) one (1) hour break for dinner.

G. Officers shall be compensated for breaks, but during that time they shall not be permitted to leave their assigned location for any reason other than that granted by Management.

H. No officer's schedule shall be changed without at least twenty-one (21) day advance notice to the affected individual except as provided in Paragraph J below, or in case of an emergency. An "emergency" is defined as an unusual and unforeseen circumstance involving life safety, which requires the Fire District to alter the way it provides services on a short-term basis, such as during a natural disaster, and which cannot be addressed through the assignment of a reasonable amount of overtime.

I. The twenty-one (21) day advance notice may be waived if agreed to by all of the affected employees. This agreement must be in writing.

J. Management shall retain the right to detail officers between firehouses. If an officer is regularly assigned to a four (4) or five (5) day schedule, the officer shall only be assigned to work at the new location for their assigned shift (9 hours or 11 hours 15 minutes). All other hours shall be paid pursuant to the provisions of Article X (Overtime). However, if an officer regularly assigned to a twenty-four (24) hour schedule will be absent on contractual leave or on another assignment for thirty (30) calendar

days or more, and Management determines to fill the vacancy for the duration of the leave, the position shall be offered to officers assigned to the four (4) or five (5) day schedule in Operations, by seniority, defined as the ranking of an officer with respect to the time served in a given rank, and the officer filling the vacancy shall be paid as if permanently assigned to a twenty-four (24) hour schedule. The officer who accepts the position shall receive a minimum of three (3) days notice before the effective date of the transfer and a minimum of three (3) days notice before he is transferred back to his regular position. If no officer accepts the position, Management shall have the right to transfer the least senior officer possessing the necessary qualifications in order to fill the vacancy for the duration of the leave, but that officer shall also be entitled to the three (3) days notice before transfer into and out of the position.

K. Management shall retain the right to extend or not to extend fire calls beyond the work day.

L. Management agrees that when determining the starting and stopping times for the four (4) or five (5) day schedule and twenty-four (24) hour schedules, there shall be a minimum of fifteen (15) minutes between the ending time of the twenty-four (24) hour shift and the beginning of the four (4) or five (5) day schedule.



M. If Management determines a need for 12-hour shifts during the life of the Agreement, the Agreement will be opened solely to negotiate the shifts and their impacts at that time.

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**ARTICLE X**

**OVERTIME**

A. Management shall utilize overtime when it is necessary for employees to work before and/or beyond their normal hours of duty. Employees may be compensated for overtime in pay or compensatory time when mutually agreed to by the employee and the Fire Chief. The work week for employees shall be defined as a seven (7) day cycle beginning and ending at 0001 hours every Monday morning while the pay period shall be defined as a bi-weekly (fourteen (14) day) cycle.

B. Overtime work shall be offered on a revolving seniority basis except that if overtime becomes available at the end of a tour, those employees still present at the firehouse where the overtime exists shall be held over until relieved by an individual in accordance with the overtime policy (Policy #04-015). No employee shall work more than thirty-six (36) consecutive hours unless authorized by the Fire Chief.

C. With respect to employees working the twenty-four (24) hour schedule, the Fair Labor Standards Act ("Act") requires employees in fire suppression service, when working more than two hundred and four (204) hours in a twenty-seven (27) day work period, to be compensated for such hours at one and one-half times their regular rate of pay. The Board and the Association agree that for the purpose of this provision only, the definition of "time worked" as expressed in the

Act will apply. The employee shall have the right to schedule himself or herself off duty for one (1) twelve (12) hour tour of duty during the first eighteen (18) days in the twenty-seven (27) day cycle to reduce the "time worked" during the twenty-seven (27) day cycle to the two hundred and four (204) hour threshold, so long as one (1) officer/acting officer and three (3) firefighters are scheduled to be on duty on the tour selected as of the date when the employee chooses to schedule himself or herself off duty. This can be accomplished by detailing members. If after the employee schedules himself or herself off duty less than one (1) officer/acting officer and three (3) firefighters become scheduled on duty, this shall not affect the employee's selection. Any hours worked in a twenty-seven (27) day work period in excess of the two hundred and four (204) hour threshold shall be compensated at one and one-half (1 1/2) times the employee's regular hourly rate. All references to minimum staffing levels apply to this paragraph only and do not obligate or restrict the Fire District in making personnel assignments.

D. Compensation for hours worked during any workweek shall be at the basic hourly rate for hours worked up to either forty-five (45) or fifty-three (53) hours per workweek, depending on the officer's schedule. Compensation for hours worked above the officer's regular workweek during any workweek shall be at one and one-half (1 1/2) times the basic hourly rate. Basic hourly rates for

all bargaining unit employees shall be calculated by dividing the annual salary by fifty-two (52) weeks divided by forty-five (45) hours.

E. Except as provided in Section B above, a "card system" for the purpose of distributing overtime shall be utilized in accordance with Overtime Policy #04-015.

F. Whenever an officer is initially contacted by the Duty Officer or Chief for a technical call, there shall be a one-half (1/2) hour minimum guarantee at the overtime rate for any number of calls on the same day for the same problem. If the aggregate number of calls exceeds one-half (1/2) hours, the officer shall receive the overtime rate for all time spent responding to the technical call or calls.



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ARTICLE XI

VACATION LEAVE

A. Officers shall not be required to request vacation leave for periods they are not normally scheduled to work.

B. Vacation leave that is approved cannot be canceled by the District except in the case of emergent conditions.

C. The District shall retain the right to adjust work schedules as required to maintain an effective working force at all times. The District shall have the right to detail officers to stations for coverage reasons when other officers are scheduled for vacation, subject to the notification requirements of this Agreement.

D. A schedule change by Management will not affect approved vacation leave.

E. Where an officer's schedule is changed after the "open selection period" and, as a result, the officer's regular days off are changed, the officer shall be entitled to use his available vacation, personal or holiday time to maintain some or all of these same days off during the remainder of that calendar year so long as the officer so requests within one (1) week of notification of the schedule change.

F. 1. Vacation leave for officers assigned to the five (5) day work schedule shall be awarded on the employee's anniversary date according to "Service Time" defined as the amount of time the officer has been employed by the Fire District, as follows:

<u>Service Time</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
1 year 1 day	99 hours	99 hours	99 hours
1 <sup>st</sup> day of 6 <sup>th</sup> year	117 hours	117 hours	117 hours
1 <sup>st</sup> day of 11 <sup>th</sup> year	144 hours	144 hours	144 hours
1 <sup>st</sup> day of 16 <sup>th</sup> year	153 hours	153 hours	153 hours
1 <sup>st</sup> day of 21 <sup>st</sup> year (and thereafter)	180 hours	180 hours	180 hours

G. Vacation leave for employees assigned to the four (4) day work schedule shall be calculated on the basis of one and two-tenth (1.2) times the vacation for five day work schedule employees. Vacation leave shall be awarded on the employee's anniversary date according to "Service Time" as defined in Paragraph F-1 above, as follows;

<u>Service Time</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
1 year 1 day	119 hours	119 hours	119 hours
1 <sup>st</sup> day of 6 <sup>th</sup> year	140 hours	140 hours	140 hours
1 <sup>st</sup> day of 11 <sup>th</sup> year	173 hours	173 hours	173 hours
1 <sup>st</sup> day of 16 <sup>th</sup> year	184 hours	184 hours	184 hours
1 <sup>st</sup> day of 21 <sup>st</sup> year (and thereafter)	216 hours	216 hours	216 hours

H. 1. Vacation leave for twenty-four (24) hour schedule officers shall be calculated on the basis of one and six-tenths (1.6) times the vacation leave for five (5) day work schedule officers. Vacation leave for twenty-four (24) hour schedule officers shall be

awarded on each employees' anniversary date, according to "Service Time" as defined in Paragraph F-1 above, as follows:

<u>Service Time</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
1 year 1 day	158 hours	158 hours	158 hours
1 <sup>st</sup> day of 6 <sup>th</sup> year	187 hours	187 hours	187 hours
1 <sup>st</sup> day of 11 <sup>th</sup> year	230 hours	230 hours	230 hours
1 <sup>st</sup> day of 16 <sup>th</sup> year	245 hours	245 hours	245 hours
1 <sup>st</sup> day of 21 <sup>st</sup> year (and thereafter)	288 hours	288 hours	288 hours

I. Vacation leave will accrue during the first twelve (12) months of service with the Fire District in accordance with the above schedules. If an employee begins employment with the Fire District prior to the fifteenth (15<sup>th</sup>) day of any given month, vacation Leave is credited to the employee on the first day of the next month. However, if a new employee begins employment with the Fire District after the fifteenth (15<sup>th</sup>) day of any given month, vacation leave is credited to the employee on the first day of the month following the next month. No vacation leave may be taken until six (6) months of service to the Fire District has elapsed. Employees are encouraged to schedule vacation leave as far in advance as possible in order to ensure the availability of desired dates.

J. Up to one hundred eighty (180) hours for officers assigned a five (5) day work schedule, up to two hundred sixteen (216) hours for officers working a four (4) day work schedule and two hundred eighty-eight (288) hours for officers working a twenty-four (24) hour

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week of accrued vacation leave may be carried over at the end of any given year.

K. Upon resignation or other termination, if not specifically provided for elsewhere in this Contract, a lump sum payment for a maximum of three hundred and sixty (360) hours for officers assigned to a five (5) day work schedule, up to a maximum four hundred thirty two (432) hours for officers assigned to a four (4) day work schedule and up to a maximum five hundred seventy-six (576) hours for officers assigned to a twenty-four (24) hour schedule of earned vacation leave at the current rate earned by the employee, shall be made.

L. An officer desiring to be paid for vacation leave prior to beginning their vacation shall request it, in writing, at least thirty (30) days in advance of the date the pay will be due. This provision shall only apply to vacation leave periods of five (5) days or more, in the same pay period and same annual quarter.

M. An officer who terminates his employment with the Fire District, or whose employment is terminated by the Fire District, if not specifically provided for elsewhere in this contract, shall be entitled to vacation time and/or vacation pay on a pro-rata monthly basis for the year in which employment is terminated by the District.

N. Vacation days shall accrue on a pro-rata monthly basis. Any month in which an officer is absent for more than fifty percent (50.0%) of his or her scheduled work days in any given month due to disciplinary suspension or leave of absence without pay, said officer

shall not accrue any vacation for that month. The term, "leave of absence without pay", shall not include contractual leave not mentioned in this Paragraph, i.e., vacation leave, holidays, sick leave, injury leave, etc.

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ARTICLE XII

REGULAR AND FLOATING HOLIDAY LEAVE

A. All four (4) or five (5) day work schedule officers shall be granted ten (10) regular holidays and two (2) floating holidays annually. Regular holidays are days that all such employees are given off. Floating holidays are provided to employees to use as desired and can be taken as days off at any time during the year with the approval of Management.

B. The ten (10) regular holidays are: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. If a regular holiday falls on a Sunday, the following Monday shall be celebrated. If a regular holiday falls on a Saturday, the preceding Friday shall be celebrated. Should an officer become sick while on holiday leave and has to call out sick either the day before or the day after said leave, a doctor's note will be required in order to be paid for said holiday.

C. If Management decides it is essential to the mission of the Fire District to have an officer work on a holiday, the officer will be compensated with the entitled holiday pay and overtime pay in accordance with Article X (Overtime) for any hours worked that day. Example: a five day (5) work schedule officer is required to work four (4) hours on Labor Day, therefore receiving the nine (9) hours

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of holiday pay he is entitled to, and four (4) hours of overtime pay for time worked that day.

D. Officers assigned to the twenty-four (24) hour work schedule shall not receive any specified holidays as days off, but shall receive instead one hundred seventy-two point eight (172.8) hours in holiday time at the start of each year. This amount will be pro-rated due to transfers between twenty-four (24) hour shifts and nine (9) hour and four (4) day work schedules, at the time of transfer. Holiday time may be taken as paid time off as scheduled by the officer with the approval of Management, or in pay at the straight time rate, hour for hour. Each officer will be compensated for up to one hundred forty-four (144) hours of holiday time per year. Officers shall declare whether they want time or pay between November 15 and December 15 of the previous year, and shall be paid in December of the following year. An employee choosing to take the time who does not take all of the allotted time shall be paid for the remaining time during December of the year in question so that no time shall be carried forward into the next succeeding year. Payment for all holiday time will be made at its twenty-four (24) hour value in December of each year.

E. Four (4) day work schedule officers who have their regularly scheduled day off for the week on a holiday shall have the option, with the approval of management, of choosing another workday during that workweek as their regularly scheduled day off and shall

receive holiday pay, at their straight time rate, for the holiday in question. Example: An officer is scheduled off on the Fourth of July as his regularly scheduled day off for the week. If he is off on the Fourth of July as his day off, he shall receive eleven (11) hours and fifteen (15) minutes of holiday pay at his straight time rate.

F. Holiday leave that is approved cannot be canceled by the District except in the case of emergent condition.

G. A schedule change by Management will not affect approved holiday leave.

H. Where an officer's schedule is changed, and as a result the officer's regular days off are changed, the officer shall be entitled to use his available vacation, personal or holiday time to maintain some or all of these same days off during the remainder of that calendar year so long as the officer so requests within one (1) week of the notification of schedule change.



ARTICLE XIII

SICK LEAVE

A. 1. Five (5) day work schedule officers shall be awarded one hundred thirty-five (135) hours of sick leave as of an employee's anniversary date each year.

2. Four (4) day work schedule officer shall be awarded one hundred sixty-two (162) hours of sick leave as of an employee's anniversary date each year.

3. Twenty-four (24) hour schedule officers shall be awarded two hundred sixteen (216) hours of sick leave as of an employee's anniversary date.

B. At the time of retirement, the officer will receive compensation in the amount of up to \$3,000.00 for their accrued unused sick leave at his/her current hourly rate. Upon resignation or other termination, if not specifically provided for elsewhere in this Contract, no payment for accrued sick leave shall be made.

C. 1. Sick leave may be used by officers who are unable to work because of personal illness or injury; scheduled medical appointments; exposure to contagious disease; care for a reasonable period of time, for a seriously ill member of the officer's immediate family, or death in the employee's immediate family, for a reasonable period of time.

2. "Immediate family" means an officer's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian,

grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the officer's household.

D. Officers shall be prohibited from engaging in any type of outside employment or non-essential activities while on sick leave.

E. Management may schedule a physical examination for an officer on a periodic basis at the expense of the Fire District if it believes that an officer is abusing sick leave. Management may also request certification from the personal physician of the officer as proof of the need for the continued use of sick leave.

F. Sick leave shall accrue on a pro-rata monthly basis for the purpose of this Paragraph only. Any month in which an officer is absent for more than fifty percent (50.0%) of his or her scheduled work days in any given month due to disciplinary suspension, or leave of absence without pay, said officer shall not accrue any sick leave for that month. The term "leave of absence without pay" shall not include contractual leave not mentioned in this Paragraph, i.e. vacation leave, holidays, sick leave, injury leave, etc.

G. Unused sick leave shall be accumulated from year to year.

H. The Board shall have the right, whenever it appears reasonable, to require an officer to submit acceptable medical evidence verifying the officer's use of sick leave for any reason pursuant to this Article. The request for medical evidence must be made while the employee is utilizing sick leave.

I. Sick leave for twenty-four (24) hour officers shall be calculated on the basis of one and six-tenths (1.6) times the sick leave for five (5) day work schedule employees.

J. Sick leave for four (4) day work schedule officers shall be calculated on the basis of one and two-tenths (1.2) times the sick leave for five (5) day work schedule employees.

K. Employees that are off duty on scheduled sick leave shall remain on sick leave until the employee replacing them has been dismissed (a minimum of 2 hours).

ARTICLE XIV

MANAGEMENT RIGHTS

A. The Fire District hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of New Jersey and of the United States including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the municipal government and its properties and facilities and the related activities of its officers by utilizing personnel, methods and means of the most appropriate and efficient manner possible.

2. To hire all officers, to promote, transfer, assign or retain officers subject to this Agreement in the positions within the Fire District pursuant to law, and in that regard to establish reasonable work rules, except as provided in paragraph D below.

3. To suspend, demote, discharge or take any other appropriate disciplinary action against any officer for good and just cause according to law.

4. To lay off officers in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive.

5. To hire all officers and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.

6. Officers, regardless of regular assignment, may be assigned by the Fire District to perform any duty related to their job title.

7. The Fire District reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of departments and divisions of the Fire District.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Fire District, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Fire District of its rights, responsibilities and authority under N.J.S.A. 40A or any other national, state, county or local laws or regulations.

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D. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are established.

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ARTICLE XV

PERSONAL LEAVE

A. Personal leave is provided and intended to be used for the purpose of conducting personal business and shall be taken as needed, but with at least two (2) hours notice prior to the start of the scheduled shift unless an emergent situation arises during the shift.

B. Five (5) day work schedule officers shall receive eighteen (18) hours of personal leave on the employee's anniversary date.

C. Four (4) day work schedule officers shall receive twenty-one point six (21.6) hours of personal leave on the employee's anniversary date.

D. Twenty-four (24) hour officers shall receive twenty-eight point eight (28.8) hours of personal leave on the employee's anniversary date.

E. Personal leave cannot be carried over at the end of the employee's anniversary period.

F. Upon resignation or other termination (if not specifically provided for elsewhere in this Contract), no payment for accrued personal leave shall be made.



ARTICLE XVI

BEREAVEMENT LEAVE

A. Bereavement Leave is provided to officers for the purpose of handling necessary funeral arrangements and attendance at the funeral of immediate family members. Officers are encouraged to return to their assigned duties as quickly as possible, under the circumstances, in order to minimize the interruption of the mission of the Fire District. Officers are also encouraged not to abuse the intent of bereavement leave and may be required to inform Management of the officer's relationship with the deceased. Proof of death may be requested upon return to duty.

B. An officer shall be excused from assigned duties without loss of pay for up to a maximum of five (5) consecutive working days due to a death in the officer's immediate family or the fire officer's spouse's immediate family, commencing between the day of death and the day of the funeral. "Immediate family" means a fire officer's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the fire officer's household. An officer shall be excused from assigned duties without loss of pay for up to two (2) working days due to the death of an aunt, uncle, niece or nephew, commencing between the day of death and the day of the funeral.



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ARTICLE XVII

MILITARY LEAVE

A. Officers shall be entitled to military leave in accordance with Federal and State statutes.

ARTICLE XVIII

JURY DUTY

A. Any officer who loses time from the job because of jury duty as verified by the Clerk of the Court shall be paid by the Fire District subject to the following conditions:

1. The officer must notify the Fire Chief or his designee immediately upon receipt of a summons for jury service;
2. The officer has not voluntarily sought jury service;
3. The officer is not attending jury duty during vacation and/or other time off from the Fire District employment, and;
4. The officer submits adequate proof of the time served on the jury.

B. If an officer is released from Jury Duty and the regular end time of the officer's assigned shift has not passed, the officer is to immediately report to Headquarters for assignment. If an officer is released from Jury Duty and the regular end time of the officer's assigned shift has passed, the officer is to contact the Fire Chief or his designee for assignment instructions.

ARTICLE XIX

COURT APPEARANCE

A. 1. Any officer required to appear in court proceedings due to circumstances that arise from their service with the Fire District shall do so without loss of pay for the period spent in court proceedings and shall receive applicable travel expenses. This provision shall not apply to internal departmental disciplinary matters.

2. With respect to internal departmental disciplinary matters, all officers, whether the subject of disciplinary action or attending as a witness for any party shall be released from duty, if on duty, to attend the departmental disciplinary matter for the amount of time necessary for their appearance. Any officer attending an internal departmental disciplinary matter at the direction of the Fire District while off duty shall attend and be awarded overtime compensation by the Fire District for all hours spent. Any officer attending the departmental disciplinary matter at the request of the Fire District shall have all attendance time whether on or off duty considered "hours worked", and shall be compensated in accordance with this Agreement.



ARTICLE XX

LEAVE OF ABSENCE

A. The Board, in its sole discretion, may grant an officer's request for an unpaid leave of absence for periods not to exceed one (1) year, when such leave is for a reasonable purpose. However, no seniority or benefits of any nature whatsoever shall accrue during this time period. Prior to the commencement of any leave of absence, a formal written agreement stating the terms and conditions agreed upon between the Board and the officer shall be signed. A copy of said agreement shall be provided to the Fire Officers' Shop Steward. Upon completion of the leave of absence, the Board shall reinstate the officer according to the terms of the formal written agreement.

**ARTICLE XXI**

**INJURY LEAVE**

A. 1. In the event an officer becomes disabled by reason of service-connected injury or illness and is unable to perform his duties then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year. In the event an officer is granted said injury leave, the Fire District's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability or other payments received from other sources provided by the Fire District. At the Fire District's option, the officer shall either surrender or deliver his entire salary payments, or the District shall pay the difference.

2. If an officer returns to work from injury leave for less than one (1) year, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.

3. When an officer returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if the officer submits a new injury claim due to an independent event causing re-injury or a new injury.

B. When an officer requests injury leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the officer is



entitled to injury leave is initially made by the Fire District's Workers' Compensation carrier, with the final determination, if necessary, to be made by the Workers' Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the officer is not entitled to job injury compensation, the officer shall be denied injury leave and shall have all time off charged against his or her accumulated sick time and, if necessary, against any other accumulated leave time. If the officer does not have enough accumulated time off, he or she shall be advanced sick time to cover the absence. If the officer leaves the employ of the Fire District prior to reimbursing the Fire District for such advanced time, the officer shall be required to reimburse the Fire District for such advanced time.

C. Any officer who is injured, whether slight or severe, while working, must make an immediate report within two (2) hours thereof or as soon thereafter as possible to the Fire Chief or his designee.

D. It is understood that the officer must file an injury report with the Fire Chief or his designee so that the Fire District may file the appropriate Workers' Compensation Claim. Failure to so report said injury may result in the failure of the officer to receive compensation under this Article.

E. If the Fire District can prove that an officer has filed a false claim under this Article, the officer will be subject to disciplinary action by the Fire District.

F. The duty of the Fire District to supplement an officer's Workers' Compensation benefits, which is sustaining an officer at the regular rate of compensation shall terminate as a result of any of the following:

1. Upon the officer returning to work;
2. If Workers' Compensation Benefits to the officer are terminated;

3. The officer refuses or maintains he is unable to return to work, except if the District appointed physician certifies the officer fit to return to duty, and the officer disputes the determination of the District appointed physician. Then the District and the officer shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the District and the officer. The determination of the third physician as to the officer's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the officer fit to return to duty, injury leave benefits granted under this Article shall be terminated.

ARTICLE XXII

HEALTH AND WELFARE

A. 1. In accordance with State regulations and eligibility requirements, the District shall continue to provide officers and their dependents with health insurance coverage through the health plan option(s), dental, prescription, and vision plans currently in effect by the Fire District, as set forth, defined and offered by the New Jersey State Health Benefits Program (hereinafter referred to as "NJSHBP), Bollinger Dental and Spectera Vision Care, as follows.

a. NJSHBP currently includes the following health plan options: NJ Plus, Horizon Blue Cross Traditional Plan, Aetna Health, Cigna Healthcare, Oxford Health Plans, AmeriHealth and Health Net.

b. Prescription plan as provided by the NJSHBP.

c. Dental plan as provided by Bollinger.

d. Vision plan as provided by Spectera Vision Care.

A life insurance policy with coverage equivalent to the amount of the current salary (up to a maximum of \$50,000) of each officer shall also be provided as part of the health insurance benefit package.

2. The District shall have the right to change any and all insurance plans and/or carriers so long as substantially similar benefits are provided to those in the current health, dental, vision and prescription programs. The District shall notify the Association: (1) when the decision is made to formally evaluate or



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potentially change insurance coverage. The District shall inform the Labor Management Committee and provide any new carrier's plan information to the Association as it becomes available; and (2) of the decision to change carriers.

a. If the NJSHBP committee changes any or all of the currently provided health benefit programs, but not limited to: adding additional health and/or prescription drug program(s), terminating health and/or prescription drug program(s) and/or changing the schedule of benefits of a health and/or prescription drug program(s), the Association shall not consider this a "right to change" as defined in Section 2 above. The District shall, however, make every effort to inform the officers of the Association of the changes made by the NJSHBP committee upon receipt of said informed by the NJSHBP program.

b. If the District no longer qualifies under the NJSHBP as determined by the NJSHBP, the District shall notify the Association and make every effort to secure new health and/or prescription drug benefit plans with substantially similar benefits as the current health and/or prescription drug benefit programs. The District shall make certain no eligible officer of the Association has any loss of coverage(s).

c. The District shall provide the insurance coverage(s) defined in this Article XXII at no cost to the Association's eligible officers and their qualified dependent(s) so long as the officer

and/or their qualified dependent(s) continue to qualify as "eligible to participate" as defined by the applicable insurance program(s). If an officer and/or their qualified dependent no longer satisfy the eligibility requirements of the insurance program(s), the cost of such coverage shall be the responsibility of the officer and/or their qualified dependent(s) under the terms and conditions under the federal law known as the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), as amended from time to time. This excludes life insurance since life insurance is a non-qualified COBRA benefit under current federal laws.

d. In the event an officer is injured "in-the-line-of-duty," the Fire District shall directly pay the health care provider the difference between the amount of medical expenses actually incurred and the amount paid by health insurance.

e. An officer shall have the right to "opt out" of the District's health insurance plans. If proof of coverage is required via HIPAA (Health Insurance Portability Accountability Act) of 1996, the employee shall provide such proof. If the officer chooses to opt out, they shall receive fifty percent (50.0%) of the premium saved by the District. Payment shall be made in one (1) lump sum during the first pay period of the last month of the premium year. If an officer "opts" back into the District's health insurance coverage during the premium year, the officer shall be entitled to receive fifty percent (50.0%) of the premium saved by the District on a pro-

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rated monthly basis. The District shall notify the Association and the officers of the renewal period dates and the deadline for "opting out." If more than one (1) health benefit plan is offered by the District, the average of all available health benefit plans or NJ Plus, which ever is greater, shall be the determining factor of the opt-out credit. Any officer receiving an opt-out credit understands the amount received is considered taxable income for federal, state and local purposes, where applicable. The District shall notify the Association and the officers of the renewal period dates and the deadline for "opting-out."

f. The District will pay up to two hundred fifty (\$250.00) dollars per hour for an attorney to defend an officer in a civil matter arising out of or incidental to the officer's employment with the District, other than due to internal departmental disciplinary charges. The District will reimburse an officer for attorneys' fees up to two hundred fifty (\$250.00) dollars per hour to defend an officer in a motor vehicle, municipal, or criminal matter arising out of his or her employment with the District if found not guilty. If the litigation is subrogated by the District's insurance company, there shall be no reimbursement.

g. Upon retirement, termination of employment, disability or leave of absence of an officer, they and/or their qualified dependent(s) may elect to continue participation in the health insurance program provided to Fire District officers at the expense



of the officer and/or their qualified dependent(s) provided the plan permits such participation.

ARTICLE XXIII

SALARIES

A. The following salary guide is effective for officers holding each respective rank from January 1, 2007 through December 31, 2009:

<u>2006</u>	<u>Level</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
\$77,493	LT	80,593	83,817	87,170
\$83,228	CAPT	86,557	90,019	93,620
\$90,968	BC	94,607	98,391	102,327
\$102,522	DC	106,623	110,888	115,324

B. The officer assigned to the position of Fire Official will be paid no less than Battalion Chief's salary.



ARTICLE XXIV

LONGEVITY

A. All officers on the first day of their 8<sup>th</sup> year of service with the Fire District shall be entitled to a longevity bonus as described in the below listed scale.

Each employee will be entitled to:

1<sup>st</sup> day of 8<sup>th</sup> year 2% of base salary or no less than \$1,250, but no more than \$4,500.  
(thru the 14<sup>th</sup> year)

1<sup>st</sup> day of 15<sup>th</sup> year 2.5% of base salary or no less than \$1,500, but no more than \$4,500.  
(thru the 20<sup>th</sup> year)

1<sup>st</sup> day of 21<sup>st</sup> year 3% of base salary or no less than \$1,750, but no more than \$4,500.  
(and thereafter)

The payment of this longevity will be made in one (1) lump sum in the pay period of the fire officer's anniversary date.



ARTICLE XXV

ACTING OUT OF TITLE

A. Any officer covered under this Agreement that is ordered by Management to perform in a capacity that is outside the scope of his job description shall be assigned and compensated as follows.

1. Acting as the Chief of Department shall be assigned, at the discretion of the Chief of Department, to Deputy Chiefs and Battalion Chiefs in that order and shall be compensated at the Deputy Chief rate. Compensation shall not be more than the Deputy Chief rate nor less than the Battalion Chief rate.

2. Acting as Deputy Chief shall be assigned by the Chief of Department at the discretion of the Chief of Department. Compensation shall not be less than the Deputy Chief rate.

3. Acting as Battalion Chief shall be assigned on a rotating basis to Captains by seniority as defined in Appendix "A" of Definitions. Compensation shall be at the Battalion Chief rate.

B. An officer shall never receive an hourly rate that is less than his normal hourly rate when acting out of title.

C. The Association proposed the below language in quotations for inclusion in this Agreement, but there is no final agreement between the Association and Management. Therefore, the Association and Management continue to negotiate this section, Section C, of the Agreement and neither party has waived their right to remedying this

section by way of mediation, arbitration and other avenues provided for by the laws of the State of New Jersey. "The Association understands there are occasions when an employee may need to 'Act Out of Title', but contends that this need will not be the norm, nor will it be used to circumvent overtime. If there is an occurrence where any employee (subordinate or supervisor) is "Acting Out of Title" and there is a need for overtime, all employees will revert back to his/her job title and overtime will be filled for the position where the vacancy exists. This is regardless of whether or not an employee has been told and/or assigned to 'Act Out of Title'."



ARTICLE XXVI

UNIFORM GUIDE

A. Management shall issue all uniforms and turnout gear to officers per policies established by Management as to type, quantity and replacement criteria.

B. Management shall be responsible for the cost of all uniform changes and for the replacement of all uniforms and turnout gear damaged or contaminated in-the-line-of-duty unless due to the gross negligence of the officer. The care and upkeep of uniforms and turnout gear shall be the responsibility of each officer and shall be done in accordance with policies set forth by Management.

C. Components that are damaged or worn-out during the course of employment shall be replaced on an item-for-item basis with the quantity of each item replaced annually not exceeding the quantity of each initially issued when hired.

D. The color and style of uniform shirts and rank hardware shall be the determination of the Fire Chief.

E. The uniform components shall be supplied in accordance with Uniform Guide Policy #04-007. Uniform components unique to rank will be provided at the time of promotion.

F. Each officer shall be provided with a locker at the fire station he is assigned to for his personal use and to store spare uniforms.

ARTICLE XXVII

LAYOFFS

A. Any formal layoff taken by the Fire District will be done on the basis of seniority in accordance with the regulations of the New Jersey Department of Personnel and Title 11A.



ARTICLE XXVIII

RETIREMENT

A. Officers intending to retire shall notify Management of this decision at least three (3) months before the retirement is to become effective. This notification provision shall not apply to any officer that retires because of a condition not known or reasonably foreseen by the officer.

B. Upon the retirement of an officer, Management shall provide the officer and all family members covered at the time of retirement with an option to continue the health insurance, dental, vision and prescription plan coverage at the officer's expense. Retirees shall be entitled to the coverage given to Fire District officers.

C. In the event of retirement the officer shall have the option of using all accrued holiday, personal, vacation, or other compensatory credits prior to the effective date of retirement, or of receiving a lump sum payment at retirement equal to the cash value of those same leave hours, which election shall exclusively be made by the officer. Cash value shall be defined as the hourly rate of pay earned by the officer at the time of retirement multiplied by the total number of leave hours as defined above.

D. Any unused sick leave will be made into a lump sum payment of up to \$3,000.00.

E. If an Officer is due the cash value of accrued time, that Officer will inform the Board of the intended retirement by October



of the year prior to the retirement so that the Board can budget for the payment. If a member, due payment for accrued time, fails to inform the Board as indicated above, the Member will receive payment for accrued time in the budget year subsequent to retirement. Fire Officer's retiring due to a disability will receive payment for accrued time at retirement.

F. In the event of retirement, the officer will be issued a photo identification card marked "Retired" with no expiration date. The officer will be permitted to retain possession of their Class A uniform.

**ARTICLE XXIX**

**DEATH BENEFITS**

A. Upon the death of an officer, if the officer's qualified dependent(s) were covered under the district's health, prescription, dental and/or vision programs, the district shall provide the officer's surviving family members, defined as spouse, pregnant wife and legal dependent, with coverage(s) at the District's expense for a period not to exceed six (6) months. After that time, the cost of such coverage shall be the responsibility of the officer's qualified dependent(s) under the terms and conditions under the federal law known as the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), as amended from time to time. Proper COBRA notification shall be provided by the District or their designee to the officer's qualified dependent(s) of the COBRA continuation rules and requirements.

B. In the event of the death of an officer while in the employment of the Fire District, the Fire District shall pay the estate, legal representative of the employee or beneficiary as designated on the officer's pension enrollment form, a lump sum equal to the cash value of all accrued holiday, personal, vacation or other compensatory credits, and also up to \$3,000.00 of the cash value of the officer's unused sick leave. Cash value shall be defined as the hourly rate of pay earned by the officer at the time of his death multiplied by the total number of leave hours as defined above.



ARTICLE XXX

HOLD HARMLESS CLAUSE

A. Since all officers are presumed to be subject to duty twenty-four (24) hours per day, seven (7) days per week, any action taken by an officer within the boundaries of the United States while the officer is "off duty," which would be appropriate if taken by the officer while "on duty," if present or available, shall be considered official action and the officer shall have all rights to benefits concerning such activities as though he were "on duty." Any action taken while off duty must be reported to Management within twenty-four (24) hours of the action taken.

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ARTICLE XXXI

OFFICER RIGHTS / PAST PRACTICE

A. Management shall not interfere with, restrain or coerce any officer covered by this Agreement because of membership or lawful activity of the Association, so long as said activity does not interfere with the officer's duties or with the operations or mission of the Fire District, nor will the Fire District attempt to dominate or interfere with the Association.

B. Officers who are transferred from a five (5) day work schedule to a four (4) day work schedule shall have all unused leave recalculated by multiplying leave hours by one and two tenths (1.2), and any officer who is transferred from a five (5) day work schedule to a twenty-four (24) hour schedule shall have all unused leave recalculated by multiplying leave hours by one and sixth-tenths (1.6). Any officer who transfers from a twenty-four (24) hour schedule shall have unused leave recalculated and reduced one and sixth-tenths (1.6), and any officer who transfers from a four (4) day work schedule shall have unused leave recalculated and reduced one and two tenths (1.2). Once the officer receives their new assignment, their unused leave will be recalculated to match the allotment for that new assignment.

C. All existing terms and conditions of employment shall continue in full force and effect during the life of this Agreement. It shall, however, be the prerogative of the Board and/or Management



to initiate and announce new policies provided that they do not conflict with matters contained herein.



ARTICLE XXXII

PROMOTIONS AND TRANSFERS

A. Department of Personnel ("Civil Service") regulations shall apply to all permanent appointments. Seniority shall prevail where all else is equal and the Department of Personnel "Rule of Three" does not apply.

B. If Management decides to create a promotional position or to transfer a position, a notice shall be posted in each District facility informing officers of the availability of a position, the nature of the position and the qualifications of the position. A copy of this notice shall be sent to the Local Representatives.

C. All employees shall be given time off without loss of pay for the purpose of taking the promotional examination and for attending their own promotional swearing-in ceremony, including a reasonable amount of time for traveling to and from the examination and swearing-in ceremony.

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ARTICLE XXXIII

TERM AND RENEWAL


A. This Agreement shall be in full force and effect as of January 1, 2007 and shall remain in effect through an expiration date of December 31, 2009.

B. Nothing herein shall be deemed to terminate the provisions of this Agreement prior to the parties executing a new Agreement that is to take effect as of the expiration date herein. Negotiations for a new Agreement shall commence no later than July 1st of the last year of the current agreement.

MT. LAUREL FIRE DISTRICT #1  
BOARD OF FIRE COMMISSIONERS

  
\_\_\_\_\_  
CHAIRMAN  
Dated: 10/2/07

MT. LAUREL PROFESSIONAL FIRE FIGHTERS ASSOCIATION  
IAFF Local 4408

  
\_\_\_\_\_  
PRESIDENT  
Dated: 10/4/07

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APPENDIX A

DEFINITIONS

**Association:** Local 4408-0 of the International Association of Firefighters.

**Bargaining Unit:** The Mount Laurel Officers' Shop.

**Board:** The Mount Laurel Fire District #1 Board of Fire Commissioners.

**Cash Value:** The hourly rate of pay earned at the time of calculation multiplied by the number of leave hours.

**Commissioner-in-Charge-of-Personnel:** The member of the Board assigned to the position of Personnel Director charged with the responsibility of dealing with personnel issues.

**Contractual Leave:** Compensated leave time for which an employee does not actually work.

**Emergency:** Unusual and unforeseen circumstance involving life safety which requires the Fire District to alter the way it provides services on a short term basis which cannot be addressed through the assignment of a reasonable amount of overtime.

**Emergent Condition:** Unusual and unforeseen circumstances creating personnel shortages which in turn impacts upon the District's ability to provide necessary fire safety to its populace.

**Fire District:** The Mount Laurel Fire District #1 legal entity.

**Grievance:** Controversy arising over the interpretation, application or violation of policies, agreements and administrative decisions affecting the terms and conditions of employment covered under this Agreement.

**IAFF:** International Association of Fire Fighters

**Local:** Local 4408 of the International Association of Firefighters.

**Local Representative:** The Shop Steward of the Mount Laurel Officers' Shop, or in his absence the Assistant Shop Steward of the Mount Laurel Officers' Shop, or in his absence, the President of the Local.

**Management:** The Chief of Department and current members of the Board of Fire Commissioners.

**PFANJ:** Professional Firefighters Association of New Jersey.

**Seniority:** The ranking of an employee with respect to the time served in a given rank.

**Service Time:** The amount of time an employee has been employed by the Fire District.